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THE PORT BYRON CENTRAL SCHOOL DISTRICT

AND THE

PORT BYRON CENTRAL SCHOOL UNIT,

CAYUGA LOCAL, C.S.E.A., INC.

July 1, 2013 – June 30, 2017

NOTE: THIS DOCUMENT REPRESENTS A TENTATIVE DRAFT OF AGREEMENTS AND IS SUBJECT TO APPROVAL BY BOTH PARTIES PRIOR TO FORMAL ADOPTION. ALL LANGUAGE MUST BE REVIEWED AND APPROVED BY THE SUPERINTENDENT OF SCHOOLS AND PORT BYRON CENTRAL SCHOOL UNIT, CAYUGA LOCAL, C.S.E.A., INC.

Final: As of 8/17/2013

19
Employees

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NUMBERS
I	Recognition	3
II	Management Rights	4
III	Association Security	5 - 6
IV	Probationary Period	7
V	Discharge or Suspension Hearing	8
VI	Retirement	9
VII	Seniority, Bidding, Posting and Lay-Off	10 - 11
VIII	Definitions	12 - 13
IX	Vacations	14 - 15
X	Emergency Closings	16
XI	Holidays	17
XII	Leaves	18 - 22
XIII	Grievance Procedure	23 - 25
XIV	Longevity	26
XV	Insurance	27 - 29
XVI	Compensation	30 - 32
XVII	Savings Clause	32
XVIII	Modification of Agreement	33
XIX	Finalized Negotiations and Duration	34 - 36

ARTICLE I

RECOGNITION

- 1.1 The Board of Education, Port Byron Central School District, (hereinafter referred to as the "Board") recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO (hereinafter referred to as the "Association") as the exclusive negotiating agent for the Port Byron Central School Unit employees who are included in the Service Negotiating Unit as defined below for the maximum period under the law. In consideration for such recognition, the Association states that it is an organization primarily concerned with the improvement of terms and conditions of employment of the employees of the PORT BYRON CENTRAL SCHOOL DISTRICT, PORT BYRON, NEW YORK, does hereby give notice to the PORT BYRON CENTRAL SCHOOL DISTRICT, PORT BYRON, NEW YORK, and affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.
- 1.2 **Included:** Custodian, Cleaner, Groundskeeper, Groundskeeper/Building Maintenance Worker, School Nurse and Food Service Helper.

Excluded: Cook/Manager and all temporary, casual and substitute employees and all other employees whose positions are in another negotiating unit of the District.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1 The Association recognizes that the district retains the sole and exclusive right and authority to manage the business of the district, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to select, to hire, layoff, assign, transfer and promote employees to a better position; to suspend with or without pay; to demote, discipline or discharge; to maintain the discipline and efficiency of employees; to determine the number of employees; to introduce new or improved methods, programs and techniques of service and to determine the method of operation of the cafeteria and other departments; to evaluate employees and to determine the method of evaluation; to establish busing procedures and requirements; to determine whether or not to subcontract; to discontinue or consolidate programs and to make reasonable rules and regulations pertaining to employees covered by this agreement.
- 2.2 It is the intention of the parties that all of the rights, powers, prerogatives and authority that the district had prior to the signing of this agreement are retained by the district and that with the exception of specific provisions of this agreement the district shall have the unrestricted right to manage its affairs.
- 2.3 In the event the District decides to subcontract the District shall notify the Association.

ARTICLE III

ASSOCIATION SECURITY

Section 1. Notice of Section 75 Civil Service Law Charges

If any employee of the Bargaining Units is charged pursuant to Section 75 of the Civil Service Law, he shall be informed in writing, in duplicate, of the specifications of charges and shall be informed of his rights of representation.

Section 2. Payroll Deductions

It is agreed that the following payroll deductions will be authorized for all full time and regular employees (part-time, temporary, casual substitutes excluded):

2.1 The Employer shall deduct from the wages of employees who are members of the Association and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and CSEA sponsored insurance premiums for those employees authorizing said deductions.

2.2 Credit Union - shares and leave payments.

2.3 United Fund donations.

Section 3. Visitation of Employees by Representatives

The Association shall have the right to designate a representative of the Association's life insurance and of the Association's accident and health insurance program to visit the employees covered under this agreement on the job for the purpose of interesting them in this protection and/or adjusting claims, provided, however, the Superintendent of Schools is notified and assurance is given him that no inordinate interruption in the work of the employee will be involved and the Association Labor Relations Specialist shall have the right to visit an employee covered under this Agreement on the job for the purpose of administering, adjusting and interpreting the terms and conditions of this Agreement. The Superintendent of Schools shall be notified and assured that no inordinate interruption in the work of the employee will be involved.

Section 4. Prior Recognized Unit Wide Benefits

It is agreed that any and all benefits which were recognized by the employer as unit wide benefits which employees had prior to entering into this Agreement

shall be retained unless it is expressly and specifically abridged, modified, delegated, or granted within this Agreement.

Section 5. Leave for Union Business

It is agreed that the school district will permit a member or members of the negotiating unit who have been designated by CSEA up to three (3) days of paid leave for the conduct of union business.

Section 6. Access to Facilities

The Association shall be allowed the use of District facilities for the purpose of lawful Association meetings in the same manner, subject to the same rules and regulations, as any other organization wishing to use District facilities. Association meetings shall be scheduled so that they do not conflict with the normal operation of the schools or the work duties and responsibilities of the Association members. Application for permission to use of facilities shall be made to the Chief School Administrator at least seventy-two hours in advance.

Section 7. Bulletin Boards

The District agrees to allow the Association to have the reasonable privilege of use of at least three (3) designated bulletin boards, one in each building, for the posting of Association information as long as said information is not controversial. Further, it is expressly understood that the District and its representatives will assume no responsibility for the dissemination of Association information or any expense incurred by the Association. A copy of any notice to be posted is to be provided to the Chief School Administrator or designee for his review and approval before it is posted.

Section 8. Copies of Board Policy Changes

The District agrees to provide three (3) copies to the Association President of any policy changes of the Board of Education that pertain directly to the Unit.

Section 9. Information Concerning New Employees and Employees Who Terminate Employment

The Employer shall supply to the Port Byron Central School District Unit of the Cayuga County Local of CSEA, Inc., upon request, on a semi-annual basis, the name, work location and date of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment with the District.

ARTICLE IV

PROBATIONARY PERIOD

A probationary period of twelve (12) months may be served by all newly hired employees. At any time during the probationary period, the School District shall have the right to appoint or discontinue employment of the person involved.

ARTICLE V

DISCHARGE OR SUSPENSION HEARING

Section 1.

Any dispute with respect to the discharge or suspension of a non-competitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.

Section 2.

Within five (5) business days of the recommendation of the Superintendent of Schools to the Board of Education to discharge or suspend an employee, who is eligible as provided in section one, the employee may appeal in writing to the Board of Education for a hearing. The Board of Education shall hold a hearing within fifteen (15) business days of the receipt of the appeal. The employee may be represented at the hearing by a person or persons of his/her own choice. The Board of Education shall render its decision within fifteen (15) business days after the close of the hearing.

Section 3.

The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.

Section 4.

The provisions of this article shall not be subject in any way to the Grievance Procedure.

ARTICLE VI

RETIREMENT

The School District agrees to participate in the New York State Employees' Retirement System as follows:

The retirement for eligible employees will be the non-contributory plan (Section 75 - I), with the employee paying the arrears.

The employer will provide the benefits of the provisions of section 41-j of the New York State Employees' Retirement System.

ARTICLE VII

SENIORITY, BIDDING, POSTING AND LAY-OFF

Section 1. The provisions of this article shall be applicable only to non-competitive and labor class civil service employees.

Section 2. Competitive civil service employees shall be covered by the applicable provisions of the New York State Civil Service Law and the Rules or Regulations of the Cayuga County Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Cayuga County Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.

Section 3. **SENIORITY** is that length of continuous service in the classified civil service position and then the department (custodial or school nurse) which will prevail in the case of promotion. For purposes of reduction in force, lay-off and recall, seniority shall be defined as the length of continuous service in the classified civil service position.

Section 4. **POSTING PROCEDURE** - Where new jobs are created or openings occur in job classifications filled by employees in the bargaining unit, the openings shall be posted, showing the job title, a description of the work, the location of the work, the qualifications required and the starting wage rate. Notices will remain posted for five (5) working days before permanently filling the vacancy. This notice shall be a one-time posting for the job title and is intended to be for all related lateral moves within the job title resulting from the post. Shift bidding is not covered by this article.

During the summer months or when school is not in session working days shall mean Monday through Friday. When school is not in session a copy of the notice will be mailed to the Association President one working day prior to the actual posting.

Section 5. **BIDDING AND AWARD** - Where job vacancies are filled because of promotion, reduction in force, lay-off or recall the following factors shall govern:

- 5.1 Ability to perform the work required on the job involved in a reasonably efficient manner.
- 5.2 The worker has the capacity to meet the physical requirements of the job.
- 5.3 The length of continuous service in the department.

Notice of awarded position will be mailed to the Association President within seven (7) days of the Board of Education appointment.

Section 6. **PROMOTION** - Any employee within the bargaining unit who is promoted shall be given a six (6) months' qualifying period for the purpose of acquainting himself with and training himself in the job and to establish his ability to meet the job requirements. If at the end of such six (6) months period, the Superintendent of Schools decides that such employee is not competent to meet the job requirements, then the employee shall be transferred back to his former job classification.

Section 7. **LAYOFF AND RECALL**

- 7.1 In the event of a layoff the least senior employee in the affected job classification shall be the first to be laid off.
- 7.2 Employees shall be recalled to the job classification from which they were laid off in the reverse order of layoff (last laid off, first recalled). Individual employees who have been laid off and who are recalled shall be notified by certified mail - return receipt requested. The notice shall be mailed to the last known official address on file at the District offices. The employee shall reply within five (5) calendar days after receipt of the certified letter. If no reply is received within ten (10) calendar days of the mailing of the certified letter, the individual will have waived all rights to recall.
- 7.3 Individuals will be afforded the opportunity to return to the District only once and shall retain their right to return for a period not to exceed two (2) years from the effective date of the layoff.
- 7.4 Recalled employees who have been laid off for less than two (2) years shall have their rights, seniority and benefits which have accrued up to the time of the layoff restored. Rehired employees or those former employees who have been laid off for more than two (2) years shall not have any rights, seniority or benefits restored.

ARTICLE VIII

DEFINITIONS

Section 1. **FULL-TIME EMPLOYEES** shall be those whose position requires 52 weeks per year, 8 hours per day, 5 days per week.

Section 2. **REGULAR EMPLOYEES** are those who work on a regular daily basis for a minimum of the adopted school calendar, regardless of hours per day, but less than full-time employees.

Section 3. **PART-TIME EMPLOYEES** are those not included above.

Section 4. **OVERTIME:** All time over 40 hours in the designated work week will be calculated at the rate of 1 1/2 times the individual's regular hourly rate. For purposes of this Section, only paid holidays shall be considered time worked for overtime calculation purposes.

Section 5. **RATE OF COMPENSATION**

- 5.1 Individuals who have earned compensation due to sick leave, sickness in the family, death in the family, personal business days or vacations, will be at the rate that is considered their work day. Example: 8 hour employee - 8 hours of pay, 4 hour employee - 4 hours of pay, 2 hour employee - 2 hours of pay.
- 5.2 Sick days for those employees whose hours are changed will be converted to hours of the type of day worked and then reconverted to days of the type of the new workday.

Section 6. **WORK YEAR**

- 6.1 The work year for 10 month employees is designated as September 1 to June 30th and their projected annual salary will be so figured and in the usual year will receive 20 checks.
- 6.2 The work year for 12 month employees is designated as July 1 to June 30th, which in the usual year will consist of 24 pay periods.

ARTICLE VIII (Cont'd.)

Section 7. **IMMEDIATE FAMILY** shall include: Father, mother, grandparent, sister, sister-in-law, brother, brother-in-law, wife, husband, son-in-law, daughter-in-law, child of employee and/or spouse, a relative other than those mentioned who is living in the employee's home. For funeral leave purposes only, immediate family shall include the employee's mother-in-law, father-in-law, grandchildren and grandparent of spouse.

ARTICLE IX

VACATIONS

- Section 1.** Employees working less than 12 months will receive no paid vacation.
- Section 2.** Full-time employees shall receive two (2) weeks vacation each school fiscal year for the first 5 years of continuous service, three (3) weeks vacation for the period 6-15 years; four (4) weeks vacation per year after 15 years of service. Vacation shall be earned after completion of each school fiscal year of service. During the first school fiscal year of service vacation benefits shall be prorated. No more than 2 consecutive weeks, unless approved by the immediate supervisor and the Superintendent of Schools.
- Section 3.** Regular employees who work twelve (12) months shall receive 1 week vacation each school fiscal year for the first 5 years of continuous service, 2 weeks vacation for the period 6-15 years, 3 weeks vacation per year after 15 years of service. During the first school fiscal year of service vacation benefits shall be prorated. No more than 2 consecutive weeks, unless approved by the immediate supervisor and the Superintendent of Schools.
- Section 4.** Earned vacation rights accrue on the school fiscal year following the date of employment.
- Section 5.** The benefit received corresponds to the assigned workday.
- Section 6.** Vacations shall be planned so that employees will not be on vacation during peak work periods. Vacation requests must be in writing and approved by the employee's immediate supervisor. Vacation requests for January 1st through April 30th shall be submitted between December 1st to December 15th of the previous calendar year. Vacation requests for May 1st through August 31st shall be submitted between April 1st to April 15th. Vacation requests for September 1st through December 31st shall be submitted between August 1st to August 15th. This will not preclude an employee from submitting a vacation request at any time throughout the year. Once an employee submits his/her vacation request, it shall be approved or denied within three working days (for purposes of this section working days mean Monday through Friday). If the vacation request is denied, a written explanation will be given for denying the request. The employee shall receive a copy of his/her vacation request indicating whether vacation was approved or denied. Once the vacation request has been approved, it will be posted on a calendar where it can be accessible and viewed by employees. Vacation shall be approved on a first-come, first-serve basis. Weeks shall take precedent over days in the granting of a request for a vacation leave.

ARTICLE IX (Cont'd.)

Section 7. In the event that the District determines that it is appropriate to close down part or all of its operations employees may be required to take vacation time.

Section 8. Employees will be compensated for unused vacation time if

- 8.1 The District requests that the employee work during his regularly scheduled vacation and further
- 8.2 The District is unable to reschedule the employee's vacation. Such compensation shall be made at end of the fiscal year in which it was due.

ARTICLE X

EMERGENCY CLOSINGS

No employee will be penalized for snow days when excused by the Superintendent of Schools or his designee.

ARTICLE XI

HOLIDAYS

Section 1. Full-time employees shall receive fourteen (14) paid holidays per year as listed below:

July 4th	New Years - 2
Labor Day	Martin Luther King Day
Columbus Day	Famous American's Holiday as
Thanksgiving - 2	determined by the employer
Christmas-2	Good Friday
Veteran's Day	Memorial Day

Section 2. Regular employees will receive those paid holidays listed below that fall during their work year:

July 4th	New Years - 2
Labor Day	Martin Luther King Day
Columbus Day	Famous American's Holiday as
Thanksgiving - 2	determined by the employer
Christmas-2	Good Friday
Veteran's Day	Memorial Day

Section 3. Adjustments may be made in the days selected to be more consistent with the officially adopted school calendar.

ARTICLE XII

LEAVES

Section 1 – Personal Sick and Family Sick Leave (Effective Beginning on July 1, 2013)

- 1.1 Effective July 1, 2013, for all full time custodial unit members and registered professional nurses, Personal and Family Sick Leave for 12 month employees shall be earned at the rate of fourteen (14) days per school year. Sick Leave for 10 month employees shall be earned at the rate of twelve (12) days per school year. The total of such Personal Sick and Family Sick Leave annual allotment shall be available on the first day of the school year. Immediate family shall include: father, mother, grand-parents, sister, brother, wife, husband, child of the employee and/or spouse, a relative other than those mentioned above who is living in the employee's home.

A medical certificate, verifying the illness in the family, necessitating the employees absence, may be required at the discretion of the Chief School Administrator.

Unused Personal Sick and Family Sick Leave days will accumulate to a total of two hundred (200) days maximum. The use of accumulated days, as opposed to the annual allotment, is limited to personal sick leave only.

- 1.2 All regular employees who work less than full time will receive leaves in proportion to their assigned work year, that is, an employee working one semester would accumulate eight (8) personal and family sick leave days.
- 1.3 Sick days of those employees whose hours are changed will be converted to hours of the type of day worked and then reconverted to days of the type of the new work day.

- 1.3.1 Example: an 8 hour employee becomes a 4 hour employee. He has accumulated 21 8 - hour sick days. $8 \text{ hours} \times 21 \text{ days} = 168 \text{ hours}$.

168 hours

4 hours = 42 days of the type worked.

- 1.3.2 Example: a 6 hour employee becomes an 8 hour employee and has accumulated 21 6-hour sick days. $6 \text{ hours} \times 21 \text{ days} = 126$.

126 hours

8 hours = 15.75 days of the 8-hour type.

ARTICLE XII (Cont'd.)

- 1.4 It is the intent that the employees accrue benefits in proportion that their work day is to 8 hours. That is, a regular employee who works 7 hours a day may accumulate, with pay, 200 - 7 hour days.

Section 2. Paid Time Off Leave for Food Service Unit Members (Effective Beginning on July 1, 2013)

- 2.1 The provisions of section 2 are the only and exclusive leaves available to food service employees who are included in the negotiating unit represented by CSEA.
- 2.2 Effective July 1, 2013, for all full time food service unit members, Paid Time Off Leave for 10 month employees shall be earned at the rate of seven (7) days per school year. The total of such Paid Time Off Leave annual allotment shall be available on the first day of the school year.
- 2.3 Unused Paid Time Off Leave days will accumulate to a total of two hundred (200) days maximum.
- 2.4 All regular employees who work less than full time will receive leaves in proportion to their assigned work year, that is, an employee working one semester would accumulate three and one-half (3.5) Paid Time leave days.
- 2.5 Paid Time Off Leave days of those employees whose hours are changed will be converted to hours of the type of day worked and then reconverted to days of the type of the new work day.
- 2.5.1 Example: an 8 hour employee becomes a 4 hour employee. He has accumulated 21 8 - hour Paid Time Off Leave days. $8 \text{ hours} \times 21 \text{ days} = 168 \text{ hours}$.
- 168 hours
 $4 \text{ hours} = 42 \text{ days of the type worked.}$
- 2.5.2 Example: a 6 hour employee becomes an 8 hour employee and has accumulated 21 6-hour sick days. $6 \text{ hours} \times 21 \text{ days} = 126$.
- 126 hours
 $8 \text{ hours} = 15.75 \text{ days of the 8-hour type.}$
- 2.6 It is the intent that the employees accrue benefits in proportion that their work day is to 8 hours. That is, a regular employee who works 5 hours a day may

accumulate, with pay, 200 - 5 hour days.

Section 3. Pay for Accumulated Personal Sick and Family Sick Leave (Custodial and Registered Professional Nurses) and Paid Time Off Leave (Food Service Employees) Upon Retirement

- 3.1 Effective July 1, 2013, the District shall pay employees (excluding food service employees) who retire within the meaning of retirement for purposes of the New York State and Local Retirement System fifty (\$50.00) dollars for each accumulated and unused sick leave day providing that the eligible employee has accumulated a minimum of seventy-five (75) days up to the maximum of 200 accumulated and unused days. The maximum payment amount for each employee shall not exceed \$10,000.00

Effective July 1, 2013, the District shall pay food service employees who retire within the meaning of retirement for purposes of the New York State and Local Retirement System twenty-five (\$25.00) dollars for each accumulated and unused sick leave day providing that the eligible employee has accumulated a minimum of seventy-five (75) days up to the maximum of 200 accumulated and unused days. The maximum payment amount for each food service employee shall not exceed \$5,000.00.

Section 4. Personal Business Days

- 4.1 All full time and regular employees may receive three (3) days annually for personal business. Personal business shall mean an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time other than the employee's working hours.
- 4.2 Employees must request and receive approval for the use of personal business days at least one (1) week in advance of being absent. All requests must include the employee's name, the date of anticipated absence and the reason for the request. In unusual circumstances, the Superintendent of Schools may waive the time requirements.
- 4.3 Effective July 1, 1995, unused personal business days will be converted to sick days for an employee who does not use all his/her personal business days during the school year. Employee's hired after July 1, of each school year shall receive a pro-rated share of this benefit for the school year in which they were hired.

ARTICLE XII (Cont'd.)

Section 5. Leave for Sickness or Death in the Immediate Family

Four (4) work days will be allowed for Death in the Immediate Family as defined in Article VIII, Section 7. In unusual circumstances, the Board of Education may approve additional days.

Section 6. Leave of Absence Without Pay

6.1 A leave of absence without pay may be granted at the discretion of the Superintendent of Schools and approval by the Board. Such application shall be made one (1) month in advance of the anticipated absence. The time limits may be waived in unusual circumstances by the Superintendent of Schools.

6.2 If such leave is of more than two (2) weeks duration, the annual benefits shall be prorated to allow for the loss of time.

6.3 It is expected that the employee will assume the full cost of health insurance for leaves lasting more than two (2) weeks.

Section 7. Emergency Personal Illness Leave

It is recognized that members of the negotiating unit, on occasions, do not have accumulated personal illness leaves to cover a prolonged illness. A prolonged illness is defined as requiring the employee to be absent from work for a period of time in excess of fifteen (15) working days. It is agreed that:

7.1 All contributions to be voluntary.

7.2 Only for involuntary disabilities or illness.

7.3 Any current employees wishing to join the sick day bank have from September 1 to October 1 to enroll. New employees shall have 30 work days to enroll in the sick day bank.

7.4 Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum equal to the number of employees in the negotiating unit. No more days will be added, except by new membership, or until the bank is depleted to 30 days.

7.5 Membership will continue until a letter is submitted to the chairperson of the Sick Day Bank and Superintendent requesting removal or employment

is terminated.

- 7.6 Those who withdraw from eligibility cannot withdraw donated days.
- 7.7 Personal sick leave must be depleted before bank can be utilized.
- 7.8 Maximum of 30 days in any one year to any one person.
- 7.9 Persons using bank do not have to replace days.
- 7.10 The Port Byron CSEA shall administer this bank and supervise its operation under the procedures to be worked out between the Port Byron CSEA and the District. The Port Byron CSEA will submit a detailed report of the operation and use of the sick day bank including the names of the person(s) using the bank, the number of days used by each individual, the type of disability or illness and the manner of certification of disability or illness. The report shall be submitted on or before February 15 and July 15 of each school year.
- 7.11 The parties agree to establish a four person committee with two persons selected by the Superintendent of Schools and two persons selected by the local Unit President to meet and review the provisions of Emergency Personal Leave and to recommend to the parties modifications of the existing provisions in order to meet the needs of the existing negotiating unit. The committee will be established no later than October 21, 2011 and it shall complete its work no later than January 20, 2012.

Section 8. Employee benefits will accrue in proportion to the hours that they work.

Section 9. An employee who serves on jury duty will be paid at his/her regular rate minus the amount he receives for the jury duty.

ARTICLE XIII

GRIEVANCE PROCEDURES

Section 1. In order to provide for harmonious working conditions the parties agree to establish procedures that provide for orderly resolution of grievances arising out of interpretation of this agreement.

Section 2. **GENERAL PRINCIPLES**

2.1 "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement. The term "grievance" shall not include any matter involving any law or any rule or regulation having the force and effect of law.

2.2 In any case where the grievance involves a building-wide or system-wide practice or situation, as opposed to an individual grievance, the grievance may be submitted to the Superintendent of Schools or designee as set forth in stage two of these procedures.

2.3 After the first stage, the aggrieved may be represented at all times by someone of his own choice and/or the Labor Relations Specialist of the Association.

2.4 All grievances are to be adjudicated within 30 school days from the date of initial presentation in the first stage.

Section 3. **First Stage:** informal with immediate supervisor. Not to exceed five (5) days from alleged occurrence.

Section 4. **Second Stage:** If personal conferences do not result in agreement on the basis of the first stage, then the employee may appeal to the Superintendent of Schools or designee within three (3) school days. The aggrieved person or persons must submit in writing a statement of his/their grievance. Within seven (7) school days after receipt of this notice, the Superintendent of Schools or designee shall hold a conference with the aggrieved and/or his representative and the Labor Relations Specialist of the Association, the Business Administrator and the immediate superior. If such conference does not result in agreement, CSEA and the aggrieved employee may submit a demand for advisory arbitration within ten (10) school days.

Section 5. **Advisory Arbitration:** If the grievance is not adjusted satisfactorily at the second stage, the aggrieved employee and CSEA may submit the grievance to

ARTICLE XIII (Cont'd.)

advisory arbitration by submitting a written notice to the Superintendent of Schools within ten (10) school days of the second stage determination.

If the parties are unable to agree upon an advisory arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Board, (PERB). The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an advisory arbitrator.

Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.
4. The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's recommended remedy shall extend only to the grievant.
6. The Arbitrator's Award shall be advisory.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

Section 6. **Fourth Stage:** - If CSEA or the Superintendent of Schools does not accept the recommendation of the advisory arbitrator, the recommendation may be appealed within ten (10) school days after receipt of the recommendation of the advisory

arbitrator. The President of the Board of Education shall designate a three-man impartial panel of board members to conduct a hearing within ten (10) school days regarding their respective parties' positions to the grievance. After hearing the positions of the parties, the impartial panel shall take final and binding action as it seems best in the interest of the District.

ARTICLE XIV

LONGEVITY

- Section 1.** All employees covered by the terms of this Agreement shall receive an additional \$250.00 which shall be added to their salary at the beginning of the sixteenth year of service within the school district for the 2013-14, 2014-15, 2015-16 and 2016-17 school years.
- Section 2.** At the beginning of an employee's twenty-first year of service within the school district \$250.00 shall be added to the employee's salary. The total payment for longevity shall be \$500.00 beginning with the twenty-first year of service within the school district for the 2013-14, 2014-15, 2015-16 and 2016-17 school years.
- Section 3.** At the beginning of an employee's twenty-sixth year of service within the school district \$100.00 shall be added to the employee's salary. The total payment for longevity shall be \$600.00 beginning with the twenty-sixth year of service within the school district for the 2013-14, 2014-15, 2015-16 and 2016-17 school years.
- Section 4.** At the beginning of an employee's thirty-first year of service within the school district \$100.00 shall be added to the employee's salary. The total payment for longevity shall be \$700 beginning with the thirty-first year of service within the school district for the 2013-14, 2014-15, 2015-16 and 2016-17 school years.

ARTICLE XV

INSURANCE

Section 1. Health Insurance

- 1.1 The District agrees that the Association will receive the following benefits under the State Health Insurance Plan or an equivalent plan.

INDIVIDUAL: The District pays 100% of the premium less \$1.00 per year per individual.

FAMILY: The District pays 80% of the premium and the individual family pays 20%.

Effective July 1, 2005, the District will pay 90% of the premium less \$1.00 per year per individual for individual coverage.

- 1.2 The Board of Education will maintain the existing health insurance program or its equivalent, but reserves the right to select alternate carriers or self-fund health care insurance during the life of this agreement. Should the Board of Education change health care insurance carriers or self-fund, it will continue the same percentage contribution as specified in Article XV to the new carrier or self-funding program and will give the union thirty (30) days advance notice before self-funding or changing carriers.

- 1.3 The Port Byron Central School District will pay 100% of the monthly health care insurance premium for individual coverage and 80% of the monthly health care insurance premium for dependent coverage for any unit member who is eligible for and in fact, retires from the District prior to July 1, 2004. Members of the negotiating unit who retired during the period July 1, 1996 through June 30, 1997 shall receive health insurance benefits in accordance with the terms of the memorandum of agreement entered into between the parties in June, 1997.

Eligible members of the negotiating unit who retire on or after July 1, 2008, with ten (10) years of service at Port Byron Central School District shall pay the health insurance premium share that is in effect for active members of the negotiating unit.

ARTICLE XV (Cont'd.)

- 1.4 Food service employees who work thirty (30) hours or more per week on a regular scheduled basis shall be entitled to health insurance. Health insurance premium payments for food service employees shall not exceed the family income limitation established by the Affordable Care Act (ACA) or its amendments.
- 1.5 The District agrees to pay the health care insurance premium (same percentage as specified in the collective bargaining agreement) for up to six months for any unit member who is injured on the job while performing his or her duties.
- 1.6 A unit member who is on an unpaid leave of absence from the District may purchase health insurance through the District's group carrier for up to one year. The premium will be fully paid by the unit member.
- 1.7 Beginning on July 1, 1998, the prescription co-pay will be increased from \$3.00 to \$8.00 for each prescription. Beginning on July 1, 1998, and continuing through June 30, 2009, the prescription co-pay will be increased from \$3.00 to \$8.00 for each prescription.
- Effective June 30, 2009, the prescription card shall not be available to active members of the negotiating unit or for members who retire on or after July 1, 2009. In exchange for the elimination of the prescription drug card from the health care plan, the District agrees to add \$600.00 to the base salary of each unit member who returns to employment for the 2009-2010 school year.
- 1.8 It is further agreed that the schedule of benefits to be provided to members of the negotiating unit will be modified to be consistent with changes agreed to as a result of regional negotiations involving the Cayuga-Onondaga Area School Employees Healthcare Plan.
- 1.9 The Association agrees that the District may offer the schedule of benefits contained within the Modified Traditional Plan of the Cayuga-Onondaga Area Schools Health Care Plan as said schedule may be determined by the Plan.
- 1.10 Employees hired after July 1, 1982 who are regularly scheduled and work 30 hours or less per week shall receive no more than 90% Individual and 80% Family employer paid health insurance.

ARTICLE XV (Cont'd.)

- 1.11 Employees hired who work a regularly scheduled work week of less than twenty (20) hours per week will not be eligible for the benefits provided under the prescription drug rider or its equivalent.
- 1.12 Employees hired who work a regularly scheduled work week of less than twenty (20) hours per week will not be eligible for coverage under the provisions of this article if the employee or his or her spouse is covered by a healthcare plan provided by another employer.
- 1.13 Effective July 1, 2013, the Port Byron Central School District will discontinue the payment of the Medicare Part B reimbursements for members of the negotiating unit who retire on or after July 1, 2013.

Section 2. Dental Insurance

- 2.1 The District agrees to pay \$140.00 annually toward individual dental coverage only for those employees who are regularly scheduled and work 30 hours or more per week for the 2013-2014, 2014-2015, 2015-2016 and 2016-2017 school years.

Section 3. Flexible Spending Plan

The Port Byron Central School District agrees to provide members of the negotiating unit a flexible spending plan that will result in no net cost to the District. The District reserves the right to modify the plan from time to time and to discontinue the plan should it decide to do so in the future.

ARTICLE XVI
COMPENSATION

Section 1. Salaries:

- 1.1 For the 2013-14 school year each employee covered by this agreement will receive an increase in salary of two (2%) percent above his or her base salary that he or she received for the 2012-13 school year. Part-time returning employees will receive a prorated increase.
- 1.2 For the 2014-15 school year each employee covered by this agreement will receive an increase in salary of two (2%) percent above his or her base salary that he or she received for the 2013-14 school year. Part-time returning employees will receive a prorated increase.
- 1.3 For the 2015-16 school year each employee covered by this agreement will receive an increase in salary of two (2%) percent above his or her base salary that he or she received for the 2014-15 school year. Part-time returning employees will receive a prorated increase.
- 1.4 For the 2016-17 school year each employee covered by this agreement will receive an increase in salary of two (2%) percent above his or her base salary that he or she received for the 2015-16 school year. Part-time returning employees will receive a prorated increase.
- 1.5 Nurse Stipend: The District may designate one nurse as "head nurse" responsible for additional coverage, the management of reporting requirements, physicals for sports, etc. The nurse shall receive a stipend of \$2,000 for every year appointed by the District to perform the additional work. The stipend would not be compounded by any percent increases. The stipend shall be increased by two (2.0%) percent every July 1st for each year of the contract.

Section 2. Saturday Rotation:

Effective July 1, 2013, employees assigned to work the Saturday rotation shall receive a payment of three hundred and fifty dollars (\$350.00) which shall be added to their base salary. The payment shall be added to the employees base salary before the 2013-14 negotiated wage increase.

ARTICLE XVI (Cont'd.)

Section 3. Overtime:

Overtime shall be distributed equitably among qualified bargaining unit employees who normally do such work. Such distribution shall be made on a rotational basis. Deviations from rotation shall only be made in the case of unusual circumstances or emergencies in which case the employee receiving the overtime shall go to the end of the rotation list. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list. Authorized overtime work for employees covered by this Agreement shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate for all time over forty (40) hours per week. Only paid holidays shall be considered time worked for overtime calculation purposes.

Except in extra ordinary circumstances overtime for the custodial staff (custodians and cleaners), shall be offered first to the custodians and/or cleaners who are normally assigned to work in the building where the overtime is required. In the event no one in the building accepts the overtime work, then overtime shall be offered to other custodians and/or cleaners who are assigned to work in other district facilities.

Employees assigned to work the Saturday rotation who receive the Saturday Rotation payment shall not have the Saturday rotation count toward overtime for a Monday holiday. The employee shall receive his/her regular rate of pay.

Section 4. Nurses' Work Schedule

The Association agrees that the Superintendent of Schools may assign and require school nurses to work up to a maximum of five work days during the summer to assist in providing physical examinations for staff members and students and will be compensated per diem pay at the CSEA contract rate.

Section 5. Minimum Starting Rate

Position	2013-2014	2014-2015	2015-2016	2016-2017
Building Maintenance Mechanic	35,049	35,750	36,465	37,194
Head Custodian	33,939	34,618	35,310	36,016
Custodian	32,587	33,239	33,904	34,582
Cleaner	26,801	27,337	27,884	28,442
Groundsman	32,587	33,239	33,904	34,582
Groundsman/Building Maint/Mech	33,818	34,494	35,184	35,888
Nurse	28,092	28,654	29,227	29,812

*Adjustments for school nurse as provided in section 1 of the prior agreement are included in the amounts for minimum starting rates commencing July 1, 2005.

ARTICLE XVII

SAVINGS CLAUSE

This agreement and its component provisions are subordinate to any present or future federal or New York Laws or regulations. If any federal or New York Law or regulation, or the final decisions of any federal or New York court or administrative agency affects any provision of the agreement, each such provision will be deemed amended or severed to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

ARTICLE XVIII

MODIFICATION OF AGREEMENT

Neither party to this agreement shall make any attempt to make any alterations, modifications, changes or variations, of any of the items expressly and specifically covered by this agreement, except those that are made by mutual agreement, signed and appended hereto.

ARTICLE XIX

FINALIZED NEGOTIATIONS AND DURATION

Section 1.

This agreement shall constitute the full and complete commitments of the Port Byron Central School District to the Port Byron Central Unit, Cayuga Local, C.S.E.A., Inc. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2.

Either party who wishes to initiate negotiations must make their intent known to the other party, in writing, not later than on or before March 1st of the last year of this contract.

Section 3. Duration

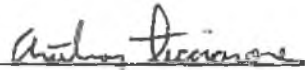
The provisions of this Agreement shall be in effect from July 1, 2013 through June 30, 2017. Increases in salary and benefits shall be applicable to those members of the negotiating unit employed as of July 1, 2013.

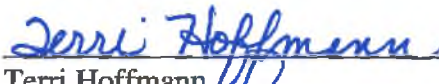
Section 4.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL." (Section 204-a Agreements between Public Employers and Employee Organizations.


TAYLOR LAW)

IN WITNESS THEREOF:

 10/21/13
Anthony Tucciarone
President, Port Byron Central School Unit,
Cayuga Local, CSEA, Inc.

 10/18/13
Terri Hoffmann
Labor Relations Specialist
C.S.E.A., Inc.

**Board of Education, Port Byron Central
School District, Port Byron, New York**

 10/18/13
Neil F. O'Brien
Superintendent of Schools

Maintenance	Assignment	Date Hired	2012-13 Salary	2013-14 Salary	2014-15 Salary	2015-16 Salary	2016-17 Salary
Cooper, Steven	Cleaner	2011	26,700	27,591	28,143	28,706	29,280
Miller, Johnny	Cleaner	2011	26,700	27,591	28,143	28,706	29,280
Otvos, Gabriella	Cleaner	2010	27,850	28,764	29,339	29,926	30,525
Tucciarone, Anthony	Cleaner	2010	27,850	28,764	29,339	29,926	30,525
Doyle, Michael	Custodian	1999	34,297	35,340	36,047	36,768	37,503
Geremia, John	Custodian	1994	38,208	38,972	39,751	40,546	41,357
Nesci, Lisa	Custodian	1997	34,611	35,660	36,373	37,101	37,464
Nowlin, Eric	Custodian	1998	34,354	35,041	35,742	36,457	37,186

Groundskeeper	Assignment	Date Hired	2012-13 Salary	2013-14 Salary	2014-15 Salary	2015-16 Salary	2016-17 Salary
Andrews, Eric	Groundskeeper/PT	2010	16.07/hr	16.39/hr	16.72/hr.	17.05/hr.	17.39/hr
Nurses							
Sevier, Melissa	Reg. Professional School Nurse	2010	32,725	33,380	34,048	34,729	35,424
Townsend, Joanne	Reg. Professional School Nurse	2009	33,685	34,359	35,046	35,747	36,462

The salary amounts above are base rates only. Longevity amounts and night differential amounts are not included in the above. Future longevity amounts or changes in personnel eligible for night differential will be made where appropriate.

L1 = Longevity, Begin 16th YR (2011-12 and 2012-13) = 250

L2 = Longevity, Begin 21st YR (2011-12 and 2012-13) = 250

L3 = Longevity, Begin 26th YR (2011-12 and 2012-13) = 100

L4 = Longevity, Begin 31st YR (2011-12 and 2012-13) = 100

TENTATIVE AGREEMENT- Revision #4
August 16, 2013
by and between
PORT BYRON CENTRAL SCHOOL DISTRICT
and
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO
PORT BYRON CSD UNIT

Except as specifically negotiated and executed by the parties in this Tentative Agreement, all provisions of the contract will remain the same. The negotiated changes contained in this Tentative Agreement, including retroactivity, where specified, shall become effective upon ratification of this Tentative Agreement by the constituent body of each party. Neither side will unduly delay the ratification process.

1. Contract Duration: July 1, 2013 – June 30, 2017.

2. Article 1 – Recognition: (Page #3)

1.2 Included: Custodian, Cleaner, Groundskeeper, Groundskeeper/Building Maintenance Worker, School Nurse, and **Food Service Helper**.

Excluded: **Cook**/Manager and all temporary, casual and substitute employees and all other employees whose positions are in another negotiating unit of the District.

3. Article XI – Holidays (Page #17)

~~Section 4. In the event that a holiday falls on a Friday or Monday and an employee has worked the full week other than the holiday and the employee is assigned and works on the weekend, the employee shall be paid at the overtime rate. (Delete)~~
(Refer to # below)

4. Article XII – Leaves

Section 1 – Personal Sick and Family Sick Leave (Effective Beginning on July 1, 2013)

1.1 **Effective July 1, 2013, for all full time custodial unit members and registered professional nurses. Personal and Family Sick Leave for 12 month employees shall be earned at the rate of fourteen (14) days per school year. Sick Leave for 10 month employees shall be earned at the rate of twelve (12) days per school year. The total of such Personal Sick and Family Sick Leave annual allotment shall be available on the first day of the school year. Immediate family for Family Sick Leave shall**

include: father, mother, grand-parents, sister, brother, wife, husband, child of the employee and/or spouse, a relative other than those mentioned above who is living in the employee's home.

A medical certificate, verifying the illness in the family, necessitating the employees absence, may be required at the discretion of the Chief School Administrator.

Unused Personal Sick and Family Sick Leave days will accumulate to a total of two hundred (200) days maximum. The use of accumulated days, as opposed to the annual allotment, is limited to personal sick leave only.

1.2 All regular employees who work less than full time will receive leaves in proportion to their assigned work year, that is, an employee working one semester would accumulate eight (8) personal and family sick leave days.

1.3 Sick days of those employees whose hours are changed will be converted to hours of the type of day worked and then reconverted to days of the type of the new work day.

1.3.1 Example: an 8 hour employee becomes a 4 hour employee. He has accumulated 21 8 - hour sick days. 8 hours X 21 days = 168 hours.

168 hours

4 hours = 42 days of the type worked.

1.3.2 Example: a 6 hour employee becomes an 8 hour employee and has accumulated 21 6-hour sick days. 6 hours X 21 days = 126.

126 hours

8 hours = 15.75 days of the 8-hour type.

1.4 It is the intent that the employees accrue benefits in proportion that their work day is to 8 hours. That is, a regular employee who works 7 hours a day may accumulate, with pay, 200 - 7 hour days.

Section 2 – Paid Time Off Leave for Food Service Unit Members (Effective Beginning on July 1, 2013)

2.1 The provisions of section 2 are the only and exclusive leaves available to food service employees who are included in the negotiating unit represented by CSEA.

- 2.2** Effective July 1, 2013, for all full time food service unit members, Paid Time Off Leave for 10 month employees shall be earned at the rate of seven (7) days per school year, The total of such Paid Time Off Leave annual allotment shall be available on the first day of the school year.
- 2.3** Unused Paid Time Off Leave days will accumulate to a total of two hundred (200) days maximum.
- 2.4** All regular employees who work less than full time will receive leaves in proportion to their assigned work year, that is, an employee working one semester would accumulate three and one-half (3.5) Paid Time leave days.
- 2.5** Paid Time Off Leave days of those employees whose hours are changed will be converted to hours of the type of day worked and then reconverted to days of the type of the new work day.
- 2.5.1** Example: an 8 hour employee becomes a 4 hour employee. He has accumulated 21 8 - hour Paid Time Off Leave days. $8 \text{ hours} \times 21 \text{ days} = 168 \text{ hours}$.
- 168 hours
 $4 \text{ hours} = 42 \text{ days of the type worked.}$
- 2.5.2** Example: a 6 hour employee becomes an 8 hour employee and has accumulated 21 6-hour sick days. $6 \text{ hours} \times 21 \text{ days} = 126$.
- 126 hours
 $8 \text{ hours} = 15.75 \text{ days of the 8-hour type.}$
- 2.6** It is the intent that the employees accrue benefits in proportion that their work day is to 8 hours. That is, a regular employee who works 5 hours a day may accumulate, with pay, 200 - 5 hour days.

Section 3 Pay for Accumulated Personal Sick and Family Sick Leave (Custodial and Registered Professional Nurses) and Paid Time Off Leave (Food Service Employees) Upon Retirement

- 3.1** Effective July 1, 2013, the District shall pay employees (excluding food service employees) who retire within the meaning of retirement for purposes of the New York State and Local Retirement System fifty (\$50.00) dollars for each accumulated and unused sick leave day providing that the

eligible employee has accumulated a minimum of seventy-five (75) days up to the maximum of 200 accumulated and unused days. The maximum payment amount for each employee shall not exceed \$10,000.00

Effective July 1, 2013, the District shall pay food service employees who retire within the meaning of retirement for purposes of the New York State and Local Retirement System twenty-five (\$25.00) dollars for each accumulated and unused sick leave day providing that the eligible employee has accumulated a minimum of seventy-five (75) days up to the maximum of 200 accumulated and unused days. The maximum payment amount for each food service employee shall not exceed \$5,000.00.

Section 5 to replace current Section 3 is to be titled: ~~Leave for Sickness or Death~~ in the Immediate Family and is to be revised to read as follows: Four (4) work days will be allowed for sickness and four (4) work days will be allowed for Death in the Immediate Family. Immediate family for Death in the Immediate Family leave shall include: father, father-in-law, mother, mother –in-law, grandparent, grandparent of spouse, grandchild, sister, sister-in-law, brother, brother-in-law, wife, husband, son-in law, daughter –in-law, child of employee/and or spouse, a relative other than those mentioned who is living in the employee's home.

5. Article XV – Insurance

(Pages #25-27)

Section 1. Health Insurance

1.4 Food service employees who work thirty (30) hours or more per week on a regular scheduled basis shall be entitled to health insurance. Health insurance premium payments for food service employees shall not exceed the family income limitation established by the Affordable Care Act (ACA) or its amendments.

1.12 Effective July 1, 2013, the Port Byron Central School District will discontinue the payment of the Medicare Part B reimbursements for members of the negotiating unit who retire on or after July 1, 2013.

6. Article XVI – Compensation

(Pages #28-29)

Section 1. Salaries:

1.1 For the ~~2013-14~~ school year each employee covered by this agreement will receive an increase in salary of two (2.0%) percent above his or her base

- salary that he or she received for the **2012-13** school year. Part-time returning employees will receive a prorated increase.
- 1.2** For the **2014-15** school year each employee covered by this agreement will receive an increase in salary of **two (2.0%) percent** above his or her base salary that he or she received for the **2013-14** school year. Part-time returning employees will receive a prorated increase.
- 1.3** For the **2015-16** school year each employee covered by this agreement will receive an increase in salary of **two (2.0%) percent** above his or her base salary that he or she received for the **2014-15** school year. Part-time returning employees will receive a prorated increase.
- 1.4** For the **2016-17** school year each employee covered by this agreement will receive an increase in salary of **two (2.0%) percent** above his or her base salary that he or she received for the **2015-16** school year. Part-time returning employees will receive a prorated increase.
- 1.5** **Nurse Stipend:** The District may designate one nurse as "head nurse" responsible for additional coverage, the management of reporting requirements, physicals for sports, etc. The nurse shall receive a stipend of \$2,000 for every year appointed by the District to perform the additional work. The stipend would not be compounded by any percent increases. **The stipend shall be increased by two (2.0%) percent every July 1st for each year of the contract.**

Section 2. Night Differential:

Incorporate following language:

Effective July 1, 2013, employees assigned to work the Saturday rotation shall receive a payment of three hundred and fifty dollars (\$350.00) which shall be added to their base salary. The payment shall be added to the employees base salary before the 2013-14 negotiated wage increase.

~~The second shift custodial staff shall receive paychecks at the end of the shift on the evening preceding the normal pay day. (Delete)~~

Section 3. Overtime:

Add third paragraph:

Employees assigned to work the Saturday rotation who receive the payment shall not have the Saturday rotation count toward overtime for a Monday holiday. The employee shall receive his/her regular rate of pay.

7. Article XIX – Finalized Negotiations and Duration

(Page #32)

Section 3. Duration

The provisions of this Agreement shall be in effect from July 1, 2013 through June 30, 2017. Increases in salary and benefits shall be applicable to those members of the negotiating unit employed as of July 1, 2013.

DISTRICT



Neil F. O'Brien
Superintendent of Schools



Date


CSEA. INC.



Terri Hoffmann
Labor Relations Specialist



Date



Tony Tucciarone
Unit President

Date

11.12.2013 Final

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM made and entered into this ____ day of November 2013, by and between the **PORT BYRON CENTRAL SCHOOL DISTRICT (“ District”)**, and the **PORT BYRON SCHOOL UNIT, CAYUGA LOCAL 806, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO (“CSEA”)**.

WHEREAS, the School District and the CSEA are parties to a collective negotiating agreement (“2013-17 Agreement”) governing terms and conditions of employment for certain employees of the District; and

WHEREAS, the Agreement at Article XVI, Compensation, Section 2. Saturday Rotation states that certain unit employees who are assigned Saturday rotation shall receive a payment of \$350 which shall be added to the employee’s base salary before the negotiated wage increase starting in 2013-14; and

WHEREAS, the District placed a chart at the end of the Agreement at page 36, which chart did not accurately implement this contractual provision for certain unit members; and

WHEREAS, the District and the CSEA would like to correct this chart for future reference and have agreed to do so.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

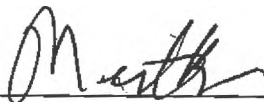
1. That the District has prepared a corrected chart to replace that chart respecting cleaners and custodians page 36 of the 2013-17 Agreement in which the correct salary amount for 2013-14 will include the Saturday rotation as follows:

<u>Maintenance</u>	Assignment	Date Hired	2013-14 Salary	2014-15 Salary	2015-16 Salary	2016-17 Salary
Cooper, Steven	Cleaner	2011	27,591	28,143	28,706	29,280
Miller, Johnny	Cleaner	2011	27,591	28,143	28,706	29,280
Otvos, Gabriella	Cleaner	2010	28,764	29,339	29,926	30,525
Tucciarone, Anthony	Cleaner	2010	28,764	29,339	29,926	30,525
Doyle, Michael	Custodian	1999	35,340	36,047	36,768	37,503
Geremia, John	Custodian	1994	38,972	39,751	40,546	41,357
Nesci, Lisa	Custodian	1997	35,660	36,373	37,101	37,843
Nowlin, Eric	Custodian	1998	35,041	35,742	36,457	37,186

2. The new chart will completely replace the chart that is printed in the 2013-17 Agreement on page 36.
3. The statement below both charts on page 36 will now read (new material in bold):
The salary amounts above are base rates only. Longevity amounts and night differential amounts are not included in the above. **Effective July 1, 2013, the amounts do include Saturday rotation pay, if applicable.** Future longevity amounts or changes in personnel eligible for night differential will be made where appropriate.
4. This Memorandum of Agreement becomes effective upon the affixing of the signatures below.
5. This Memorandum of Agreement and its individual terms and conditions comprise the entire agreement between the parties and there are no other agreed upon terms and conditions that are not expressly set forth herein.

SIGNATURES:

PORT BYRON CENTRAL SCHOOL DISTRICT:



NEIL O'BRIEN
Superintendent of Schools

Date: 11/14/13


CSEA, INC.:



TERRI HOFFMANN
Labor Relations Specialist
CSEA, Inc.

Date: 11/12/2013

PORT BYRON CENTRAL SCHOOL UNIT.
CAYUGA LOCAL
806, CSEA, INC.



ANTHONY TUCCIARONE
President

Date: 11/14/13

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM made and entered into this 20th day of August, 2014 by and between the **PORT BYRON CENTRAL SCHOOL DISTRICT (“ District”)**, and the **PORT BYRON SCHOOL UNIT, CAYUGA LOCAL 806, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO (“CSEA”)**.

WHEREAS, the School District and the CSEA are parties to a collective negotiating agreement (“2013-17 Agreement”) governing terms and conditions of employment for certain employees of the District; and


WHEREAS, the District and the CSEA have met and discussed the compensation for food service helpers who are employed by the District.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. That after the negotiated raise which is set out in Article XVI, Compensation, Section 1.2 of the 2013-17 Agreement has been computed, the District, in addition, shall increase the rate of pay per hour for each food service helper who returns to the service of the District in September of 2014 by One Dollar (\$1.00) per hour.
2. All other provisions of the 2013-17 Agreement remain in effect and unchanged.
3. This Memorandum of Agreement becomes effective upon the affixing of the signatures below; however, this Agreement is conditional and must be approved by the Board of Education in order that it become effective.
4. This Memorandum of Agreement and its individual terms and conditions comprise the entire agreement between the parties and there are no other agreed upon terms and conditions that are not expressly set forth herein.

SIGNATURES:

PORT BYRON CENTRAL SCHOOL DISTRICT:



NEIL O'BRIEN
Superintendent of Schools

Date: 9/10/14

CSEA, INC.:



TERRI HOFFMANN
Labor Relations Specialist
CSEA, Inc.

Date: 9/04/14

PORT BYRON CENTRAL SCHOOL UNIT,
CAYUGA LOCAL
806, CSEA, INC.



GABRIELLA OTVOS
President

Date: 10. Sept. 14

BOARD OF EDUCATION APPROVAL.

This Memorandum of Agreement came before the Board at its regular meeting of _____, 2014; and upon the affirmative recommendation of the Superintendent, this Board did approve the necessary funding for the implementation of this Memorandum of Agreement and my signature below memorializes such act of the Board.



JOSEPH VERDI
President, Port Byron Board of Education.